

CITY OF SAN ANTONIO LIBRARY DEPARTMENT CITY COUNCIL AGENDA MEMORANDUM

TO:

Mayor and City Council

FROM:

Aubrey W. George, Acting Library Director

SUBJECT:

AUTHORIZATION TO ACCEPT TEXAS STATE LIBRARY LOAN STAR

LIBRARIES GRANT

DATE:

February 10, 2005

SUMMARY AND RECOMMENDATIONS

Approval of this ordinance will authorize acceptance of the Texas State Library and Archives Commission FY2005 Loan Star Libraries grant award in the amount of \$87,838. Grant funds will be used to replace over eighty outdated staff desktop computer workstations throughout the San Antonio Public Library system. Receipt and expenditure of all grant funds is anticipated by August 2005.

Library Board and staff recommend the approval of this ordinance.

BACKGROUND INFORMATION

The Loan Star Libraries grant award program provides direct state aid for Texas public libraries. It is predicated on a partnership between the state of Texas and local political jurisdictions. The program intends to improve public library services statewide, ensure access to adequate public library resources for all Texans, and build the capacity of each public library to serve as the information resource and lifelong learning center for their community. This year, money provided by Loan Star Libraries will improve and expand library services in 535 Texas communities.

The San Antonio Public Library recently implemented a new integrated library automation system, Innovative Interfaces Inc. Existing technical services and circulation staff computers are not functioning at optimum capacity with the new system. Materials are taking longer to process and customers are having to wait longer for assistance at the reference and circulation desks. Over eighty new staff desktop work stations will be purchased with Loan Star funds which will improve customer service systemwide.

The San Antonio Public Library has received Loan Star Library funds since FY2002. Authorization to accept prior Loan Star Library grants was approved through Ordinance 95664 (April 25, 2002) and Ordinance 98627 (December 18, 2003). Previous Loan Star Libraries grants have been used to enhance the Library's compact (CD) disk collections, establish core

digital video disk (DVD) collections in all library locations, to purchase DVD security and display cases and to purchase furniture and equipment for most library locations throughout the city.

POLICY ANALYSIS

This action is in accordance with City Council policy to accept and utilize grant funds to improve and promote City services.

FISCAL IMPACT

This grant, totaling \$87,838, provides funds to be used to purchase staff desktop computer workstations. No direct expenditure of City funds will be required.

COORDINATION

This request for ordinance has been coordinated with the Office of Management and Budget and the Information Technology Services Department.

SUPPLEMENTARY COMMENTS

This action requires no disclosure under the City's Ethics ordinance.

Aubrey W. George

Library Department

Frances A. Gonzalez

Assistant City Manager

. Rolando Bono

Interim City Manager

TEXAS STATE LIBRARY & ARCHIVES COMMISSION

LOAN STAR LIBRARIES GRANT Grant Type A - \$50,000 and Over

Grant Number: 442-05417



I. CONTRACTING PARTIES

Grantor:

Texas State Library and Archives Commission (TSLAC)

Grantee:

City of San Antonio, San Antonio Public Library

600 Soledad St

San Antonio, Texas 78205

II. TERM OF GRANT

September 1, 2004, to August 31, 2005

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide services as outlined in the approved grant application. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (Loan Star Libraries Grant for State FY05) as approved by the Grantor. The approved grant application submitted by Grantee becomes part of this contract by this reference.

The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular community access to and services from the many participating public libraries in Texas.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$87,838
- B. Source of funds:

General Revenue, State Fiscal Year 2005

C. The Grantee is restricted to one of two methods for requesting funds from the Grantor. The Grantee may request an <u>advance payment</u> for estimated expenditures to be incurred for the upcoming 30 days, or request a <u>reimbursement of the actual expenditures</u> for the Grantee's normal billing cycle.

- D. The Grantee must request payments from Grantor on the OMB Standard Form 270, Request for Advance or Reimbursement. Payment requests may be submitted to Grantor monthly, quarterly, or any other standard time period, at the discretion of the Grantee's governing entity; however, requests may not be submitted more than once per month. A Form 270 is due to the Grantor on or before the 15th of the month to receive payment for the beginning of the following month. Funds will generally be received by the Grantee within 20 days after Grantor receives the payment request, provided Grantor has received a fully executed contract and Grantee has fulfilled all requirements for preceeding contracts.
- E. If requesting a <u>reimbursement</u>, Grantee must use box 11 on the Form 270. Grantor must receive final request for reimbursement on or before October 15, 2005.
- F. If requesting an <u>advance</u>, the Grantee must follow procedures that minimize the time elapsing between the receipt and the disbursement of advanced grant funds. Grantees requesting advance funds must use box 12 (rather than box 11) on the Form 270. Requests for advance funds will generally be disbursed by the first working day of the advance period on the request, provided request forms are received by stated deadlines. Grantor must receive final request for advance on or before July 31, 2005.
- G. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in box 12 of the quarterly **Financial Status Report**.
- H. The Grantee may not <u>obligate</u> grant funds after August 31, 2005. All obligations must be <u>liquidated</u> on or before October 15, 2005.
- I. Any interest accrued above \$100 must be returned to Grantor, per requirements in UGMS. All unexpended funds in excess of \$25.00 must also be returned to the Grantor, along with the Final Financial Status Report (FSR). See Section VII.B. of this contract for FSR due dates.
- J. Per the approved grant application, funds are approved according to the following budget:

Personnel

Fringe Benefit

Travel

Equipment/Property

\$87,838

Supplies

Contractual

Other

Total Direct Costs

\$87,838

Indirect Costs

Total

\$87,838

V. WRITTEN PRIOR APPROVALS FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request written prior approval for fiscal and/or programmatic changes as outlined in this Section. Grantee must receive written prior approval before obligating or expending grant funds under any of the following conditions. Grantee must request written prior approval on the Loan Star Libraries Grant **Program Revision Form**. Under no condition can a Grantee request to exceed the total grant amount. Grantor must receive all prior requests on or before July 31, 2005. **Approvals received after this date will be considered on a case-by-case basis.**

- A. Fiscal changes must have written prior approval under the following conditions:
 - 1. Making cumulative transfers among budget cost categories or projects which are expected to exceed ten (10) percent of the total grant; and/or,
 - 2. Transferring any funds into a budget cost category that currently equals zero (\$0).
- B. Programmatic changes to the approved application (Loan Star Libraries Grants Plan of Action for State FY 2005) must have written prior approval under any of the following conditions:
 - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.
- C. All changes to the items listed under the following cost categories, if any, must have written prior approval. Written prior approval is also required if an item's cost or features are substantially different from what the approved grant application specifies or from a previously approved Prior Approval Request.

COST CATEGORIES

- 1. Preaward Costs
 None
- 2. <u>Insurance (if not required by the grant)</u>
 None
- 3. Rearrangements and Alterations of Facilities
 None
- 4. Equipment/Property
 As referenced in the LSL Plan of Action

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. The Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level. Subject to the obligations and conditions set

- forth in the Uniform Grant Management Standards (UGMS) Section III, Subpart C.32 (a), title to equipment acquired under a grant will vest in the Grantee upon acquisition.
- B. Equipment/Property is hereby defined as an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost that equals or exceeds the capitalization amount established by Grantee's governing entity. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with each Prior Approval Request Form for equipment and/or property.
- C. The UGMS Subpart C, Sec. 32, (d) (3) requires certain items of equipment (stereo systems, still and video cameras, facsimile machines, VCRs and VCR/TV combinations, and cellular and portable telephones) to be maintained on inventory if the item's cost is above \$500, or if the item could be easily lost or stolen.
- D. When property is vested in the Grantee, the Grantee will dispose of equipment/property in accordance with the UGMS Subpart C, Sec. 32, (e). When the Grantee has been given federal or state equipment/property, Grantee will follow the UGMS Subpart C, Sec. 32, (f) will be followed.
- E. The Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow UGMS guidelines for property disposal. The Grantee agrees to submit the **Equipment/Property Acquired Form** by October 31, 2005, for all equipment/property purchased during the current grant year. This list must balance the equipment/property purchased with prior approval amounts.
- F. The UGMS Subpart C, Sec. 32, (d) requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to the Grantor, but must be maintained by the grantee and will be subject to review by the grantor.
- G. All changes to items listed in the Equipment/Property category outlined in Section V.C.4. of this contract require written prior approval. This category includes equipment, furniture, library materials, etc. purchased wholly or in part with grant funds. The prior approval amount listed in that Section is the total approved capital expenditure amount, which is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from, capital expenditure cost in accordance with the Grantee's regular accounting practices.

VII. REPORTING REQUIREMENTS

The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the

Grantor, as outlined in the approved Plan of Service. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions. Note: Per Rule 2.165(e), future funds will not be awarded to a library until all requirements for all preceeding contracts have been fulfilled.

A. The Grantee agrees to submit the quarterly Loan Star Libraries Performance Report to the Grantor on or before due dates listed in the following schedule. If library materials ordered with grant funds are received by Grantee after the end of the grant year, a final Loan Star Libraries Performance Report may also be required covering receipt of those materials. This final report will be due on or before November 15, 2005.

Reporting Period	<u>Due Date</u>
September 1, 2004 - November 30, 2004	December 7, 2004
December 1, 2004 - February 28, 2005	March 7, 2005
March 1, 2005 - May 31, 2005	June 7, 2005
June 1, 2005 - August 31, 2005	September 7, 2005

B. The Grantee agrees to submit the quarterly Loan Star Libraries Financial Status Report (FSR) for <u>each</u> project funded under this contract on or before the due dates listed in the following schedule. In addition, Grantee must submit with the FSR quarterly expenditure summary information for all budget categories listed in Section IV, paragraph I, of this contract, in a format provided by Grantor.

Reporting Period	<u>Due Date</u>
September 1, 2004 - November 30, 2005	December 31, 2004
December 1, 2004 - February 28, 2005	March 31, 2005
March 1, 2005 - May 31, 2005	June 30, 2005
June 1, 2005- August 31, 2005	September 30, 2005

If necessary, the final Financial Status Report is due on or before November 15, 2005.

C. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package (or written notification, as applicable) within 30 days of the audit. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

A. The Grantee will comply with the Loan Star Libraries Administrative Rules for State Fiscal Year 2005, *Texas Administrative Code*, Chapters 2.160 – 2.165. **Note:** Per Rule 2.165(c) of the Rules, assurances relating to non-resident fees or TexShare Library Card Program are in effect for the entire term of the grant contract.

- 2.165 (c) "In accordance with the same policies and procedures the library has adopted for its local resident customers" means the library shall provide the same library services and may impose the same restrictions on non-resident customers as it does for those customers who live locally.
- B. The Grantee will comply with the Rules for Administering the Library Systems Act, *Texas Administrative Code*, Chapters 1.91 1.97. **Note**: Grantee must continue to meet system membership requirements to be eligible for future grants, per *Texas Government Code*, Section 441.138(c).

441.138 (c)

State aid to a free tax-supported public library is a supplement to and not a replacement of local support

- C. The Grantee will comply with the following three parts of the Governor's Office of Budget and Planning, Uniform Grant Management Standards (UGMS), revised June 2004, located at http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc.
 - 1. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)
 - 2. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circular A-102)
 - 3. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- D. For grants funded with <u>state funds</u>, the Grantee will also comply with the third part of UGMS, the State of Texas Single Audit Circular. For grants funded with <u>federal funds</u>, the Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/97), located at http://www.whitehouse.gov/omb/grants/grants_circulars.html.
- E. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's Website, and materials distributed through the grant project. The Grantee will provide the Grantor with one set of all public relations materials produced under this grant.
- F. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.

- G. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award according to Section II, Subpart C.42 of UGMS. In general, Grantees must maintain records for a minimum of three years from the date the Grantee submits to Grantor the last single audit or audit report for the grant period.
- H. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. <u>Remedies for noncompliance</u>. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by the Grantor;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 - 4. Withhold further awards for the program; or
 - 5. Take other remedies that may be legally available.
- B. <u>Hearings</u>, <u>appeals</u>. In taking an enforcement action, the Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. <u>Effects of suspension and termination</u>. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless the Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:

- 1. The costs resulting from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
- 2. The costs would be allowable if the award were not suspended, or expired normally, at the end of the funding period in which the termination takes effect.
- D. <u>Relationship to Debarment and Suspension</u>. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under E.O. 12549 (see UGMS Section III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about <u>programmatic issues</u> and Prior Approval Requests should be directed to this grant's Project Manager:

Loan Star Libraries Grant Coordinator

Phone: 512-463-5475 Fax: 512-463-8800

E-mail: wclark@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department

Phone: 512-463-6626 Fax: 512-475-0185

E-mail: llutz@tsl.state.tx.us

Documentation relating to required Requests for Reimbursement/Advance, Financial Status Reports, annual Property/Inventory Reports, and any other miscellaneous forms and reports should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185

E-mail: sjustice@tsl.state.tx.us

Payments from Grantee to the Grantor, such as those for excess advanced funds or for interest earned each quarter on advanced funds, should be mailed along with an explanation of the purpose of the payment and must include the grant number. This information should be directed to:

Grants Accountant Accounting and Grants Department Texas State Library and Archives Commission PO Box 12516 Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. The Grantor certifies that: (1) the services specified in the approved grant application, plan of service, and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code § 441.006, General Powers and Duties, Texas Government Code § 441.135 Grants (Systems Act), the State Plan for the LSTA in Texas, and the Uniform Grant Management Standards (UGMS).
- B. The Grantee certifies by this contract that it will comply with the Assurances-Non-Construction programs (OMB Standard Form 424B), the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and the Certification Regarding Lobbying, as submitted to the Grantor. Additional assurances are listed in UGMS, Subpart B.14.
- C. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any subagreements.
- D. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

SIGNATURES

GRANTOR	GRANTEE
Texas State Library and Archives Commission	City of San Antonio, San Antonio Public Library
Edward Seidenberg, Assistant State Librarian	Signature (Must be an official empowered to enter into contracts)
Date On Mar () Osessal)	Typewritten or Printed Name
Donna Osborne Chief Fiscal Officer	Title
Date	Date

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Configure by List

Configuration Details

Date

Catalog Number

OptiPlex GX280 SDT, with Int Broadcom® GbNIC

Operating System(s)

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84 Retail RC973496

Intel® Pentium® 4 Processor 520 (2.80GHz, 1M, 800MHz F\$ 28GD - [221-5291]

Microsoft® Windows® XP Professional, SP2, no Media XPP2NE - [420-4851]

File system

NTFS File System for all Operating Systems

NTFS - [420-3699]

Memory

512MB DDR2 Non-ECC SDRAM,400MHz, (2DIMM)

5122N42 - [311-3679]

Monitors

Dell 17 inch M783s flat CRT color monitor (16.0 inch viewable

M783S - [320-3748]

Video Card

DVI (Digital) Adapter Card

ADAPT - [320-3884]

Boot Hard Drives

40GB SATA, 7200 RPM Hard Drive

405 - [341-0904]

Floppy

1.44MB 3.5 Inch Floppy Drive

3 - [340-8733]

Keyboards

Dell USB Keyboard, No Hot Keys

EUSB - [310-5247]

Mouse

Dell USB 2-Button Entry Mouse with Scroll

USBE - [310-5202]

Speakers

Internal Dell Business Audio Speaker

INT - [313-2496]

Removable Media Storage Devices

48X CD-ROM Drive

CD48 - [313-2484]

Energy Star Setting

Energy Star Enable ES - [310-4721]

Systems Management

OpenManage Client Instrumentation

OMCI - [420-4296]

Resource CD

Resources CD contains Diagnostics and Driver for OptiPlex 5

RCD - [313-7168]

Hardware Support Services

3 Year Limited Warranty plus 3 Year NBD On-Site Service

U3OS - [900-6602 900-6630]

Gold Technical Support

Gold Technical Support, Optiplex, 3 Years

GTS3WL - [461-3749 902-4882]

Installation Support Services

No Onsite System Setup NOINSTL - [900-9987]



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ADAPT - [320-3884]

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3 - [340-8733]

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Dell USB 2-Button Entry Mouse with Scroll

USBE - [310-5202]

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Internal Dell Business Audio Speaker

INT - [313-2496]

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-

Energy Star Setting

Energy Star Enable ES - [310-4721]

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OMCI - [420-4296]

Resource CD

Resources CD contains Diagnostics and Driver for OptiPlex 5

RCD - [313-7168]

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U3OS - [900-6602 900-6630]

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